US ARMY GARRISON ITALY
VICENZA HOUSING
ACQUISITION SOLICITATION
REQUEST FOR PROPOSAL
CENAU–RE FY-2019-01
BUILD TO LEASE

Italy Real Estate Field Office
Build to Lease Industry Day
US Army Corps of Engineers,
Europe District, Real Estate Division
Date: 9 April 2019
AGENDA

• INTRODUCTIONS
• ACQUISITION PROJECT, GOALS AND LEASE TERM
• HOUSING MARKET AREA / ACCESS WITHIN THE SITE
• TYPE OF CONSTRUCTION
• UNIT LAYOUT
• SIZE OF UNITS
• FORCE PROTECTION / SITE SECURITY REQUIREMENTS
• HOW TO SUBMIT A PROPOSAL
• PROPOSAL FORMAT REQUIREMENTS
• SELECTION OF HIGHEST RANKED OFFEROR (HRO(S))
• SELECTION CRITERIA AND EVALUATION FACTORS FOR AWARD
• PRIOR CONDITIONS TO BE SATISFIED BY OFFEROR (LESSOR)
• NOTICE TO PROCEED AND CONSTRUCTION PHASE
• ACCEPTANCE OF PREMISES
• SUMMARY
INTRODUCTIONS

- US Army Corps of Engineers, Europe District
- US Army Garrison Italy
- US Army Installation Management Command, Europe Region
ACQUISITION PROJECT: The U.S. Government is requesting offers to lease up to 127 dwelling units from one or more offerors whom are willing to construct the dwelling units based on requirements indicated in the Request For Proposals.

ACQUISITION GOALS: The goals of the Project are to identify the Offeror(s) who can best:
- Develop a long-term, mutually beneficial business relationship with the Government;
- Maximize the value of the Project to the Government within the constraints and restrictions identified by the RFP, United States and Italian law, regulation or code;
- Design and develop the Project in a manner that is compatible with land uses adjacent to the Proposed Premises;
- Design, construct, finance, operate, maintain and manage the Project consistent with best commercial practices as determined by the Government and agreed to in the Lease;
- Maintain positive relations with local governmental authorities and the communities applicable to the Project.

LEASE TERM: The maximum Lease firm term is 10 years. The Government shall have the right, at its sole option, to renegotiate and renew this Lease for two (2) additional periods of five (5) years each upon provision to the Lessor of minimum ninety (90) days written notice thereof before the Lease or any renewal thereof would otherwise expire.

Reference: RFP, Sections 1.3, 1.4 and 1.5
HOUSING MARKET AREA / ACCESS WITHIN THE SITE

- In residential area away from sources of objectionable noise and odors
- Within Delineated Housing Market Area
- Not located within Limited Traffic Areas (ZTL)
- Proposed site will have suitable roadways which will allow for access and turning of moving company and refuse collection trucks.
- Sidewalks and steps shall be provided as necessary for convenient access to dwelling units and to allow delivery of furnishings.

Reference: RFP, Appendix A, Housing Adequacy Planning Standards
TYPE OF CONSTRUCTION

- Requirement is for 127 total dwelling units with the following breakdown by bedroom type:
  - 3 bedroom: 109 units (approximately 86% of the proposed units must have 3 bedroom)
  - 4 bedroom: 10 units (approximately 8% of the proposed units must have 4 bedroom)
  - 5 bedroom: 8 units (approximately 6% of the proposed units must have 5 bedroom)

- No more than 12 units in one single building. Total number of units per proposal in any one separate and distinct location may vary from a minimum of 24 up to the total of 127 units.

- Single houses, row houses and duplexes with individual fenced yard space

- Multi-unit complexes with a common area with a grassed play area for children and installed playground equipment

- Any buildings over 3 stories above ground must be equipped with fire prevention sprinkler systems in accordance with United Facilities Criteria (UFC) 3-600-01

- Each unit is provided with at least 1 garage or covered carport and 1 designated parking space

- Visitor parking, minimum of 1 parking space for every 5 units, within proposed site

- Proposals shall utilize environmentally friendly (green) technology.

- Individual electrical meters for each dwelling unit is desirable.

Reference: RFP, Appendix A, Housing Adequacy Planning Standards
UNIT LAYOUT

• Unit design should provide a practical/functional layout with private entrances.

• Kitchen, living room and bedrooms access without passing through other bedrooms.

• Each unit has at least one full bathroom, accessible from a common area, with bathtub and shower plate with box.

• Each unit has at least a private ¾ bathroom in the master bedroom.

• Ground floor of single house, row-house and duplexes as well as in the day area of apartment has a ½ bathroom (toilet and sink) or ¾ bathroom (toilet, sink and shower with shower box).

• Four and five bedroom units have an additional ¾ bathroom (toilet, sink and shower with shower box) or full bathroom.

• Each unit has a designated space or room to accommodate side-by-side U.S. washer & dryer.

Reference: RFP, Appendix A, Housing Adequacy Planning Standards
SIZE OF UNITS

• The table below is a guideline for the size of units required. Units that exceed the maximum size may be considered; units not meeting minimum size requirement will not be considered.

<table>
<thead>
<tr>
<th>UNITS BY # OF BEDROOMS</th>
<th>MINIMUM SIZE</th>
<th>MAXIMUM SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>111 m²</td>
<td>152 m²</td>
</tr>
<tr>
<td>4</td>
<td>137 m²</td>
<td>181 m²</td>
</tr>
<tr>
<td>5</td>
<td>137 m²</td>
<td>214 m²</td>
</tr>
</tbody>
</table>

• Sizes above are by bedroom type in gross m² which is the area within the exterior walls of the unit and excludes the garage.

• Desired bedroom sizes for master bedroom and second bedroom of each dwelling unit shall have at least 16 m² of net space and all other bedrooms at least 9 m² net.

• Kitchens must be equipped with externally vented range hood, base and wall cabinets to allow space for U.S. supplied appliances and large enough to accommodate furniture as specified.

• Living room must be large enough to accommodate living room furniture such as sofas, easy chairs, entertainment console coffee table and end tables.

• Combined kitchen, living and dining room must have sufficient space for furniture as specified.

Reference: RFP, Appendix A, Housing Adequacy Planning Standards
FORCE PROTECTION / SITE SECURITY REQUIREMENTS

• The perimeter of each separate and distinct location (site) shall be provided with a perimeter fence having a minimum height of 2 meters and a concrete base. It shall be provided with an automatic (remote controlled) sliding gate having a minimum height of 2 meters. The Offeror will provide 3 remote control devices for every dwelling unit located within the site.

• The perimeter gate shall have surveillance camera coverage with all the cameras connected to the local Questura. The connection charges and annual surveillance fees shall be paid by the Offeror for the entire duration the U.S. Government has a presence within the site.

• In the immediate vicinity of the perimeter entrance gate provide a security building, predisposed for heating, air-conditioning and stubbed utility connections.

• Security lights shall be provided throughout the site, particularly at the perimeter entrance gate.

Reference: RFP, Appendix A, Housing Adequacy Planning Standards
HOW TO SUBMIT A PROPOSAL

- The Proposals presented must be in the English language (certificates may be in Italian).

- Proposals must be presented with five (5) complete hard copies and five (5) complete electronic copies. Electronic copies shall be submitted on a CD-ROM or DVD, in a protective sleeve; USB drives are not acceptable. Each disk and protective sleeve shall be clearly marked with the Volume number, title, RFP number, and the Offeror's name.

- Proposals are due not later than 1500hrs, 15 May 2019. Proposals received after the deadline shall not be considered. Proposals shall be valid for a period of not less than 24 months from the initial proposal due date.

- Registered mail or personal delivery shall be utilized for all submissions. Proposals received via email shall not be considered. Office hours are 0800 to 1130 and 1330 to 1600 Monday through Friday, except US and Italian holidays. The Mailing Address is:

  ITALY REAL ESTATE FIELD OFFICE
  UFFICIO CONTRATTI IMMOBILIARI
  ATTN: CENAU-RE FY-2019-01 BTL
  Via Delle Casermette 107/109, Int. 3
  36100 Vicenza
  Italy

- Proposals may be withdrawn by written notice received by the Government at any time before execution of the Lease. Proposals may be withdrawn in person, by an Offeror or an authorized representative, if the representative’s identity is made known and the representative signs a receipt for the proposal. Proposals may not be withdrawn by email.

Reference: RFP, Sections 2.1 and 2.2
Offeror's proposal shall be provided in the following format, labeled, indexed and tabbed:

COVER PAGE (provide a completed copy of APPENDIX E OFFEROR COVER PAGE)

PROPOSAL EXECUTIVE SUMMARY

VOLUME I: LOCATION:
I-A. Location
I-B. Permits and Zoning
I-C. Ownership or Control

VOLUME II: QUALITY OF PROPERTY
II-A. Floor Plan(s) Layout
II-B. Aesthetics and Community Compatibility
II-C. Durability and Economy of Materials
II-D. Systems
II-E. Environmentally friendly (green) technology

VOLUME III: SITE DESIGN
III-A. Site Layout
III-C. Pedestrian, Bicycle and Vehicular Circulation
III-C. Land Use Management
III-D. Utility Systems
III-E. Force Protection/Site Security

VOLUME IV: PAST PERFORMANCE

VOLUME V: PRICE (Utilize the form located in APPENDIX D RENTAL AND PRICE PROPOSAL FORM)

VOLUME VI – FINANCIAL RESOURCES AND FINANCIAL PLAN

(Reference: RFP, Section 2.2.; The Government reserves the authority to verify any information provided by the Offeror(s))
SELECTION OF HIGHEST RANKED OFFEROR (HRO(S))

• The Government shall determine a competitive range on the basis of cost or price and other evaluation factors that are stated in the RFP and will include all of the most highly ranked proposals, unless the range is further reduced for purposes of efficiency.

• The Source Selection Evaluation Team (SSET) will evaluate the proposals and provide a recommendation for selection or rejection to the Source Selection Authority (SSA).

• The Government reserves the right to establish a competitive range at any point in the evaluation process and to remove from the competitive range any Offeror whose proposal, in the judgment of the Government, stands no reasonable likelihood of being selected as the HRO(S).

• Any Offeror removed from the competitive range shall be notified in writing by the Government.

• Though the Government intends to enter into a/the Lease(s) with the HRO(S), it is under no obligation to do so and reserves the right to cancel this RFP and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFP and to waive informalities and minor irregularities in offers received where it is in the Government’s best interest to do so. Offerors will not be reimbursed for proposal submission costs.

• Proposals that do not demonstrate the Offeror’s financial capability of completing the project may be excluded from further consideration.

*Reference RFP, Sections 2.2, 2.3, 3.1*
SELECTION CRITERIA AND EVALUATION FACTORS FOR AWARD

• The Government will evaluate each proposal which conforms to the requirements of this solicitation as a whole on the basis of price and other evaluation factors and award the contract(s) to the Offeror(s) whose offer represents the BEST VALUE to the Government. The following evaluation factors will be considered:

  ➢ Factor 1: Location
  ➢ Factor 2: Quality of Property
  ➢ Factor 3: Site Design
  ➢ Factor 4: Past Performance
  ➢ Factor 5: Price

• In terms of importance, Factors 1, 2, 3 and 4 are approximately equal. The Government considers the combination of Factors 1, 2, 3 and 4 to be approximately equal in importance to Factor 5.

• Levels of desirability for various Factors are described in Section 3.1.2

• Factors 1, 2, and 3 for each proposal shall be rated using the following descriptive ratings: Superior (S), Very Good (VG), Acceptable (A), Marginal (M), or Unacceptable (UA). A Proposal evaluated unacceptable in one or more of the evaluation factors will not be considered eligible for award.

• Factor 4 for each proposal shall be rated using the following descriptive risk ratings: High (H), Moderate (M) or Low (L). Offeror without a record of relevant Past Performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated Favorably or Unfavorably on Past Performance. Therefore, the Offeror shall be determined to have Unknown (or “Neutral”) Past Performance.

• Factor 5 (Price) for each proposals will not be given a descriptive rating but, will be ranked by price and evaluated for reasonableness.

Reference RFP, Section 3.1.2
PRIOR CONDITIONS TO BE SATISFIED BY OFFEROR (LESSOR)

The U.S. Government intends to enter into one or more AGREEMENT AND LEASE with the Offerors selected through the Selection and Evaluation Process.

Within 90 days of signing of the Agreement and Lease by both parties, the Offeror (Lessor) must satisfy all the requirements indicated in Annex B “PRIOR CONDITIONS TO BE SATISFIED BY THE LESSOR” of the same Agreement and Lease. Requirements include, but are not limited to the following:

- Provide evidence, satisfactory to the U.S. Government, that the Offeror/Lessor has obtained:
  - Irrevocable offer or commitment for the financing necessary to fulfill its obligation.
  - Ownership or has an enforceable contract for the real estate, valid for the entire term.
  - From the appropriate agencies their concurrence that they will provide the necessary utilities connections to the premises.
  - Construction permits.
  - Developed [from the concepts, designs, and other representations in its proposal] and obtained U.S. Government approval of detailed drawings and specifications from which the construction of the residential complex shall be built.

- The Lessor agrees that in the event it doesn’t satisfy the following conditions within the 90 days of execution of the Agreement and Lease by both parties, said failure shall constitute a default of this Agreement and Lease and the U.S. Government may at its option exercise the following remedies: (1) establish a new schedule for the Lessor to satisfy the prior conditions, or (2) cancel or terminate this Agreement and Lease without any cost, liability or damages, or legal action of any kind against the U.S. Government or its assignees.

Reference: Appendix B, Draft Agreement and Lease, Annex B
NOTICE TO PROCEED AND CONSTRUCTION PHASE

• The Lessor shall not commence Construction of the Residential Complex prior to receipt of the Notice to Proceed from the U.S. Government which Notice to Proceed shall be issued within ten (10) days of all the conditions specified in paragraph B1 of Annex B have been satisfied.

• After receipt of the Notice to Proceed the Lessor shall, without unreasonable delay, commence the Construction of the Residential Complex and shall complete the construction of the site ready for occupancy within the time period specified in its proposal. Construction completion shall not exceed 730 calendar days from receipt of Notice to Proceed.

• The Lessor shall complete the Construction of the Residential Complex in accordance with the requirements and specifications contained in the Approved Final Drawings and Specifications, the requirements of Annex B of the Agreement And Lease and the representations made in its final proposal submitted by the Lessor.

• The Lessor shall submit to the U.S. Government within 15 days after receipt of the Notice to Proceed a projected construction schedule to complete Construction of the Residential Complex within the time period specified in its proposal and reiterated in Annex A, paragraph A16. of the Agreement and Lease.

• If the Lessor fails to complete the Construction of the Residential Complex within the period specified in its proposal, or any extensions agreed or settled under sub-paragraph B3.3 of Annex B to the Agreement And Lease, the Lessor shall pay to the U.S. Government as liquidated damages for each Dwelling Unit not completed, the sum of €250.00 per Dwelling Unit for each day of delay. Alternatively, the U.S. Government without liability and without prejudice to any other rights or remedies may if any of the following events shall occur terminate this Agreement and Lease (in whole or in part) by notice to the Lessor by registered or recorded delivery post.

Reference: Appendix B, Draft Agreement and Lease, Annex B
ACCEPTANCE OF PREMISES

• The U.S. Government shall accept the Residential Complex within ten (10) working days of completion and successful inspection of all work required by this Agreement and Lease, which inspection shall be completed within five (5) working days of notification of practical completion.

• Deficiencies noted on final inspection shall be noted on a punch-list and corrected by the Lessor prior to acceptance by the U.S. Government.

• Acceptance shall not occur until the entire Residential Complex is complete and shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud or the U.S. Government’s rights under any warranty or guarantee.

• The U.S. Government and the Lessor agree that the 10 year Lease term shall commence on the day following the day upon which the U.S. Government accepts the entire Residential Complex. This shall be executed by a Supplemental Agreement to this Agreement and Lease and subsequent modifications.

Reference: Appendix B, Draft Agreement and Lease, Annex B
SUMMARY

ACQUISITION PROJECT: The U.S. Government is requesting offers to lease up to 127 dwelling units from one or more offerors whom are willing to construct the dwelling units based on requirements indicated in the Request For Proposals.

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PROPOSALS DUE: Proposals are due not later than 1500hrs, 15 May 2019.

INQUIRIES OR QUESTIONS: Inquiries or questions concerning proposal submission should be sent by e-mail to ItalyRealEstateFieldOffice@usace.army.mil. Responses to inquiries are generated as rapidly as possible in the order in which they are received.